

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
ALL STAR FLEET SERVICES, LLC., 4800 OVERTON PLAZA, SUITE 380, FORTH WORTH, TEXAS
76109

May
~~MARCH~~ 19 2010

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 10th day of May, 2010, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and ALL STAR FLEET SERVICES, LLC., (the "Licensee"), (the County and the Licensee together the "Parties").

WITNESSETH:

WHEREAS, the County is the owner of the improvements and contiguous grounds located at 1283 Seven Locks Road, Rockville, Maryland 20854 (the "Licensed Premises"), and

WHEREAS, the County, through Department of General Services, Division of Fleet Management Services, desires to provide ("Service") at the Licensed Premises; and

WHEREAS, the County has agreed to enter into a License with the Licensee to provide at the Licensed Premises Services more specifically set forth in Contract Number 0367000003AA between the County and the Licensee; and

WHEREAS, the Licensee, as the Service Provider, has agreed to provide such services at the Licensed Premises and the County agrees to enter into a license for the Licensed Premises for this purpose.

In consideration of the covenants contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. LICENSED PREMISES: The County does hereby grant Licensee the privilege, license and right to the improvements and the vehicle maintenance facility, contiguous grounds, walkways and parking area located at 1283 Seven Locks Road, Rockville, Maryland 20854 as left unshaded on EXHIBIT A (the "Licensed Premises"), which is attached to this License and incorporated as if fully set forth, for the exclusive purpose of the Licensee, as the Service Provider, providing services more specifically set forth in Contract Number 0367000003AA attached as Exhibit B and incorporated as if fully set forth herein (the "Contract").

2. LICENSE TERM: The License Term shall commence _____, 2010 and shall run concurrently with the Contract unless sooner terminated, and will expire automatically upon the termination of the Contract. Notice of any early termination of the Contract shall be given by Licensee to the County as detailed in Paragraph 3, below.

3. EARLY TERMINATION: It is agreed between the Parties that this License may be terminated at any time during the License Term or any extension of the Licensed Term by the County giving, thirty (30) days written notice of the termination. If the Licensee is removed as Service Provider under the Contract this License shall automatically terminate on the date of termination of the Contract. The County is under no obligation to provide alternate space for Licensee and is not responsible for any moving costs or any expenses incurred by Licensee to relocate or move whether such move or relocation is the result of termination or any other reason.

4. LICENSE FEE: In consideration of services provided by the Licensee as set forth in the attached Contract, and for the rights and obligations provided for in this License, Licensee shall pay One Dollar (\$1.00) per year to the County. All payments are to be made in advance on the first day of the Term, during each license year, and shall be payable by check to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, P. O. Box 9464, Gaithersburg, Maryland 20898-9464.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that the Licensed Premises shall be used for the exclusive purpose of providing services for a fleet maintenance garage, more specifically set forth in Contract, attached as Exhibit B

(the "Permitted Use"). Licensee agrees to ensure compliance with all licensing and operational requirements regulating the use of the Licensed Premises therein described. Licensee shall be responsible for obtaining all licenses and certifications required by State, Federal, and County law to operate the program as defined in the Contract. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law to operate the program as defined in the Contract will constitute a breach of this License. Licensee will use and occupy the Licensed Premises during the License Term for no purpose other than the use as specified in the Contract.

6. ASSIGNMENT: The Licensee shall not assign, transfer, mortgage or otherwise encumber this License or sublet or rent (or permit a third party to occupy or use) the Licensed Premises or any part of the Licensed Premises.

7. CONDITION OF LICENSED PREMISES: Licensee accepts the Licensed Premises in "as is" condition. Licensee agrees to maintain the Licensed Premises in good condition and free of clutter throughout the License Term. Licensee acknowledges and agrees that at the end of the License Term, the Licensed Premises shall be returned to the County in the same condition as they were when Licensee accepted the Licensed Premises, with reasonable wear and tear excepted; and with the exception of any Alterations and Improvements as defined in Section 8, herein.

8. ALTERATIONS AND IMPROVEMENTS:

A. Licensee shall not undertake any alterations, changes or improvements to the Licensed Premises without the prior written consent of the County. Once the County's consent has been obtained, Licensee shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License.

B. The County's Approval and Inspection: In order to secure the County's approval of any structural alterations or improvements, Licensee shall submit to the County plans and specifications clearly setting forth the work to be performed. The County shall respond in writing within forty-five (45) days from receipt of plans and specifications. The County shall inspect the premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes

and regulations. In the event that the completed work is not satisfactory to the County, Licensee shall undertake any necessary corrections, at Licensee's risk and expense.

9. LIENS: Licensee shall not do or suffer anything to be done whereby the Licensed Premises shall be encumbered by any lien, including mechanic's liens. Licensee expressly covenants and agrees that it will, during the term hereof, within sixty (60) days after the filing thereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon the Licensed Premises or any portion thereof by reason of or any act or omission on the part of Licensee, and hereby expressly agrees to save and hold harmless the Licensor from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said Licensed Premises, and shall not be thus released within said sixty (60) day period, the County, in its sole discretion (but nothing herein contained shall be construed as requiring it so to do), may pay and discharge the said lien and relieve the said Licensed Premises from any such lien, and Licensee agrees to pay and reimburse the County upon demand for or on account of any expense which may be incurred by the County in discharging such lien or claim.

10. SERVICES AND OPERATING EXPENSES:

A. By County: Subject to annual appropriation by the County Council and except for work necessitated by reason of Licensee's negligent or wrongful act, the County agrees to provide within the Licensed Premises, at the County's sole cost and expense the following:

- i. All repair and maintenance in the Licensed Premises over One Hundred Dollars (\$100.00);
- ii. Repair, replacement and preventive maintenance of HVAC, electrical and plumbing systems;
- iii. Office computers, telephones and appliances in the Licensed Premises that have been installed by the County will be the property of the County and maintained by the County's Department of Technology Services and County Maintenance;
- iv. Major structural repairs;

- v. Maintenance and repair to the exterior of the Licensed Premises including painting, roofing and gutters, including gutter cleaning;
- vi. General maintenance, including but not limited to interior and exterior window cleaning, lawn maintenance including grass mowing; general grounds keeping including mulching, trimming of shrubbery and trees, but excluding flower bed maintenance, snow and ice removal from sidewalks and parking lots adjacent to the Licensed Premises, from parking areas and driveway; gutter cleaning; light bulb replacement; carpet cleaning and repair; and maintenance required for code compliance. All such services shall be provided and performed at the same level and manner as provided and performed for all Montgomery County serviced properties;
- vii. Utilities, including electric, gas, fuel oil and water;
- viii. Trash removal, recycling and pest control;
- ix. Fire extinguisher service and replacements as necessary; and
- x. Interior painting as needed or as required by the County.

B. By Licensee: Licensee agrees to provide within the Licensed Premises, at Licensee's sole cost and expense, the following:

- i. All repair and maintenance in the Licensed Premises under One Hundred Dollars (\$100.00);
- ii. All custodial, janitorial and recycling services;
- iii. Telephone service not provided by the County;
- iv. Appliance replacement when, in County's sole judgment, replacement is necessary due to abuse, misuse, or negligence on the part of Licensee, its employees, patrons or agents. All appliances shall be approved by the County prior to their installation;

- v. Licensee shall not proceed with or use any unusual or hazardous materials, outside normal vehicle repair and maintenance materials, in the performance of these requirements without consent of the County; and
- vi. Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to the structure, grounds or contents of the Licensed Premises due to the willful or negligent acts of Licensee, Licensee's employees, patrons, residents, or agents. In the event of such damage, the Licensee shall immediately make the necessary repairs or replacement to the satisfaction of the County, at Licensee's sole cost and expense or the County shall make such repairs or replacements for which Licensee shall promptly reimburse the County.

A summary of such repairs shall be transmitted quarterly to the Department of General Services, Office of Real Estate, 101 Monroe Street, 10th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate.

11. FURNITURE, FIXTURES AND EQUIPMENT: At the termination of this License, Licensee must deliver to the County the Licensed Premises in good, clean condition, reasonable wear and tear excepted. All items which are attached to the Licensed Premises, or are a part of the Licensed Premises systems at the time the Licensed Premises is delivered to Licensee, shall remain with the Licensed Premises. Any personal property remaining within the Licensed Premises after termination of the License shall become property of the County. The County shall dispose of any such property in the manner it deems appropriate.

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. MANDATORY INSURANCE REQUIREMENTS:

Prior to the execution of the contract by the County, the proposed Licensee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed Licensee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of *two million dollars (\$2,000,000) per occurrence with five million dollars (\$5,000,000) aggregate*, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Automobile Liability Coverage and Physical Damage Coverage

A minimum limit of liability of *two million dollars (\$2,000,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Automobile liability policy must include:

- Uninsured/underinsured motorist coverage (\$100,000)
- Personal injury protection in the amount of \$2,500 per passenger, for passengers who are not
 - County employees
- Collision Coverage with no deductible
- Comprehensive coverage, with no deductibles

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$1,000,000 each accident*
- Bodily Injury by Disease - \$1,000,000 policy limits*

Bodily Injury by Disease - \$1,000,000 each employee

All-Risks Property

Licensee agrees to obtain and maintain, an All-Risks Property Policy to protect the full replacement value of all contents of the Licensed Premises and all interests of the Licensee, the County and the Property of Others against any loss. Any deductibles under this policy shall be funded by the Licensee. The County does not provide any coverage for Licensee's owned contents and improvements to the Licensed Premises. County shall be named as a loss payee.

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Thirty (30) days written notice of cancellation or material change of any of the policies is required, unless a greater period is required by law.

Certificate Holder

Montgomery County, Maryland
DGS / FLEET MGT / Patrick Cauley
11630 Crabbs Branch Way
Rockville, Maryland 20854

B. **Certificate of Insurance**: The Licensee must, within forty-five (45) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance and copy of policies evidencing the coverage's required under this License Agreement. The certificates must be issued to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850. Licensee has the obligation to assure that the County always has a valid Certificate of Insurance and complete copies of the policies.

C. **Subrogation**: If a casualty or other occurrence which should be covered

by the insurance required by this License Agreement occurs, the Licensee must look solely to its insurer for reimbursement and the Licensee must ensure that such insurance is so written that the Licensee's insurer waives all rights of subrogation and shall have no cause of action against the County, its agents, or employees as a result of such casualty or occurrence. The Licensee waives and releases all right of recovery which it might otherwise have against the County or its agents or employees by reason of any loss or damage resulting from such casualty or other occurrence, to the extent that the Licensee would be covered by insurance if the Licensee complied with the requirements of this License Agreement pertaining to insurance.

D. County's Insurance: The County will maintain its normal fire and liability insurance on the Licensed Premises. The County reserves the right to self-insure.

13. HOLD HARMLESS: Licensee agrees to indemnify and hold harmless and pay for the defense of the County from any and all claims of liability, actions, damages and expenses, including, but not limited to, reasonable attorneys fees and litigation costs, arising out of or related to Licensee's use of possession of the premises, including but not limited to play fields and play areas, from any breach of this License by Licensee, or from any claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, errors or omission of Licensee, its agents, contractors, guests or employees, except such negligence as may be occasioned by the acts or omissions of the County, the County's employees, agents and contractors. Licensee further specifically agrees to hold the County harmless and pay for the defense of the County from any claim of liability made in connection with any construction or installation of equipment by the Licensee within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Leased Premises hereinabove described.

14. RESPONSIBILITIES OF LICENSEE: Licensee covenants and agrees as follows:

A. Licensee shall not keep gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises beyond the ordinary risk established for the type of operations described in Paragraph 5, *and as further excepted in Paragraph 26 for* a fleet maintenance garage. Any such increase in the insurance rate due to the above, or due to Licensee's operations within the Licensed Premises, shall be borne by Licensee. Licensee shall not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises, and Licensee, upon receipt of the same in writing, agrees to conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. Licensee shall not use or allow the Licensed Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, adjacent properties or the adjacent neighborhood.

C. Licensee shall not place upon the Licensed Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by County.

D. Licensee acknowledges that all responsibilities of Licensee relating to the use or misuse of the Licensed Premises and anything therein shall be construed to include use or misuse thereof by Licensee's agents and employees, guests and invitees.

E. Licensee shall not have pets in or about the Licensed Premises. This provision does not limit Licensee or Licensee's clients' rights to have bona fide service animals on the Licensed Premises. Licensee is solely responsible for the proper care of service animals in the Licensed Premises and in keeping the Licensed Premises clean and free of debris and waste associated with the care and feeding of service animals.

F. Licensee, upon receipt of the same in writing shall comply with all reasonable rules and regulations with regard to the use of the Licensed Premises that may

be from time to time promulgated by County, and any violation of said rules and regulations upon the expiration of any applicable notice and cure period shall be deemed to constitute a violation of this License. It is understood that such rules and regulations shall not unreasonably interfere with or prevent the intended uses of the demised premises as set forth in this License. County shall not discriminate against Licensee in the enforcement of any rule or regulation. If there shall be a conflict between this License and rules and regulations, the terms of this License shall govern.

G. Licensee must maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures, that were permanently affixed to Licensed Premises at the date of this license or installed by County subsequent to license date

H. Licensee must require and assure that all entrance doors and windows in the Licensed Premises shall be closed and locked when the Licensed Premises are not in use. Further, Licensee before closing and leaving the Licensed Premises at any time must close all windows and doors and secure the Licensed Premises. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors or windows by Licensee nor shall any changes be made in existing locks or the mechanisms thereof without prior written approval of County and in the event of an approved change, shall provide County with keys to the facility. Licensee shall, upon the termination of its tenancy, restore to the County all keys of the building, offices, and bathrooms, either furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys so furnished the Licensee shall pay to the County the cost thereof.

I. All occupants of the Licensed Premises shall be informed as to the safe and proper operation of all appliances and equipment in the Licensed Premises.

J. The Licensee is responsible for on site management of the Licensed Premises and must keep posted, in a conspicuous place within the Licensed Premises, the Licensee's responsibilities and obligations as specified in the Contract.

K. The Licensee must indemnify, defend and hold the County and the County's other tenants, licensees, agents and employees (together the "Indemnities") harmless from and against all liabilities, obligations, damages, judgments, penalties,

claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorney's fees, which may be imposed upon, incurred by, or asserted against any of the Indemnities and arising, directly or indirectly, out of or in connection with (i) The Licensee's breach of its obligations under this License; (ii) the acts or negligence of the Licensee, its agents, contractors, and employees in the premises or on the Licensed Premises; and (iii) the use or occupancy of the Licensed Premises, and by the Licensee, its agents, servants, employees and contractors. In case any action or proceeding is brought against any of the Indemnities by reason of any of the foregoing, the Licensee must reimburse the County the cost of defending such action or proceeding, or upon the County's written demand and at the Licensee's sole cost and expense, the Licensee must defend such action and proceeding by counsel approved by the County.

L. The Licensee must not strip, overload, damage, or deface the Licensed Premises or any part of the premises of which the Licensed Premises are a part, including, but not limited to, hallways, stairways, or elevators.

M. The Licensee must not permit any trade or occupation to be carried on or use made of the Licensed Premises outside the scope of this License and the Contract. Further the Licensee agrees to and must obey any and all federal, state, county and local laws and regulations relating to their operation of business on and in the Licensed Premises and premises of which the Licensed Premises are a part.

N. The Licensee must not move any furniture or equipment which is the property of the County into or out of the Licensed Premises without the County's prior written consent.

15. DESTRUCTION OF LICENSED PREMISES:

A. In the event of damage to or destruction of the Licensed Premises or any part of the Licensed Premises by fire, storm, flood or other casualty which does not require the Licensee to suspend entirely its business, the County shall, as soon as practicable after said damage or destruction, repair and restore the Licensed Premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of said premises or any substantial part of the Licensed Premises render the Licensed Premises wholly unavailable for use by the

Licensee for the Permitted Use, the County shall promptly begin and diligently pursue the repairing, restoration and rebuilding of the Licensed Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as the County may determine appropriate. In the alternative, the County may terminate this License within thirty (30) days following the date of the destruction of the Licensed Premises as described above by sending a termination notice to the Licensee.

B. In the event of damage to or destruction of fifty percent (50%) or more of the building of which the Licensed Premises are a part, the County may elect not to restore the said building and this License shall automatically terminate and the Parties shall be discharged from all responsibilities arising under this License.

16. DEFAULT: Licensee shall be considered in default of this License and the County may terminate this License upon the occurrence of any of the following:

- i. Failure to perform under any term, covenant or condition of this License;
- ii. The commencement of any action or proceeding for the dissolution or liquidation of Licensee, or for the appointment of a receiver or trustee of Licensee's property;
- iii. The making of any assignment for the benefit of Licensee's creditors;
- iv. The abandonment of the Licensed Premises by Licensee;
- v. Any default or breach of the terms and conditions of the Contract which is not cured prior to the expiration of any applicable notice and cure period;
- vi. Use of the Licensed Premises by the Licensee or with the consent of Licensee, for uses other than the Permitted Uses; and

vii. The intentional use of the Licensed Premises by Licensee or by Licensee's agents, employee, contractors, or guests, for any unlawful purpose.

17. ACCESS: Licensee shall allow County and County's employees or agents to have access to the Licensed Premises at all times for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by County, or which County considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Licensed Premises.

18. SURRENDER OF POSSESSION: Licensee covenants and agrees that, at the expiration or other termination of this License, to remove all goods and effects from the Licensed Premises not the property of County, and to yield up to County the Licensed Premises and all keys, locks and other fixtures connected therewith (except property belonging to Licensee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Licensee is not herein expressly made liable excepted. Subject to the terms of this License Agreement to the contrary, Licensee shall pay for all damages to the Licensed Premises, its fixtures, and appurtenances, as well as all damages sustained by Licensee or occupants of the Licensed Premises due to any waste, misuse, or neglect of said Licensed Premises, its fixtures, and appurtenances, by said Licensee, its employees, or any other person or persons upon the Licensed Premises by Licensee's permission.

19. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: Licensee shall give to the County prompt verbal notice of accidents in or damages to the Licensed Premises, and, within twenty-four (24) hours, the Licensee shall follow-up with a detailed written report of such accidents or damages.

20. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office

(the "Applicable Laws"). In no event shall Licensee be liable for any violations of Applicable Laws with respect to the Licensed Premises which are existing as of the Commencement Date. The County shall be required to ensure that the Building and the land upon which the Building is located are in compliance with all Applicable Laws.

21. WAIVER: The waiver of at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this License shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver must not be construed or understood as waiving any further or other rights of either Party.

22. NON-DISCRIMINATION: The Licensee agrees to comply with the non-discrimination in policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this License Agreement, the Licensee assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

23. PUBLIC EMPLOYMENT: The Licensee understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code (2004), as amended, that it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

24. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

Licensee:

All Star Fleet Services, LLC.
4800 Overton Plaza, Suite 380
Fort Worth, Texas 76109

County:

Montgomery County, Maryland
Department of General Services
Office of Real Estate

101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director, Office of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

25. RESIDENT AGENT: The Resident Agent for the Licensee is All Star Fleet Services, LLC. and the address for receipt of notices and service of process is 4800 Overton Plaza, Suite 380, Fort Worth, Texas 76109. Licensee must immediately notify County of any change in resident agent or address as provided herein.

26. PROHIBITION OF HAZARDOUS SUBSTANCES: The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises that are inconsistent with the use of the Licensed Premises as a repair/maintenance facility. The Licensee indemnifies the County against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Licensed Premises by the Licensee, its agents, contractors or employees or guests. The Licensee covenants and agrees to follow safe and acceptable garage practices with respect to the use and dispensing of gasoline, parts cleaner, used motor oil and other potentially hazardous materials dispensed, stored or used on or about the Licensed Premises. Licensee will be responsible for any environmental damage, fines, penalties, clean-up costs and any other costs, including, but not limited to, third party liability, that may arise from leaks, seepage, spills or other discharge of hazardous or regulated substances or hazardous wastes on the Licensed Premises, unless such leak, seepage, spill or other discharge results from or arises out of or is caused by any act, omission or negligence of the County, its subcontractors, servants, agents or employees.

27. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason does not appropriate funds to pay for the services specified in the Contract. The Licensee shall not make or be

entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

28. AMERICAN DISABILITIES ACT REQUIREMENTS: County and Licensee agree that any future modifications made to the Licensed Premises shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in Federal, State, and County Laws and regulations. Licensee must obtain all required permits prior to making any modifications to the Licensed Premises and must comply with all applicable Building and Safety Codes.

29. EMINENT DOMAIN: The Licensee is not entitled to any condemnation award granted to the County as owner of the Licensed Premises. In the event that the Licensed Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat of such taking, the Licensee will not be entitled to recover from the County any capital expenditures for improvements and betterments made by the Licensee to the Licensed Premises at the Licensee's expense.

30. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this License if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party; provided, however, that this provision shall not excuse any non-payment of License Fees. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party.

31. ENTIRE AGREEMENT: This License (which contains and includes the Exhibits) is the entire agreement between the Parties, and no representations, inducements, or agreement, oral or otherwise, between the Parties not contained in this License shall be of any force or effect.

32. MODIFICATION: This License (other than the Rules and Regulations, which may be changed from time to time) must not be modified in any manner except by an instrument in writing executed by both Parties with the same formality as this License.

33. GOVERNING LAW: This License and its performance is to be governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland.

34. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland.

35. PARKING: The Licensee is entitled to full use of the parking facilities which are a part of the Licensed Premises as of the date of execution of this License. Parking for the Licensee and any other occupants of the building, their staff, clients and guests will be confined to the surfaced parking areas in existence as of the date of execution of this License.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

By:

Julie L White

COUNTY:

MONTGOMERY COUNTY,
MARYLAND

By:

Diane Schwartz Jones
Diane Schwartz Jones, Assistant
Chief Administrative Officer

Date:

5/10/2010

WITNESS:

By:

Michelle L Wofford

LICENSEE:

All Star Fleet Services, LLC.

By:

John M Stewart, sup
Title: Executive Director

Date:

4/9/2010

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By:

Debra Monroe

RECOMMENDED

By:

Cynthia L Brenneman
Cynthia L. Brenneman, Director
Office of Real Estate

Date:

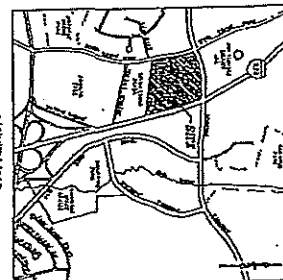
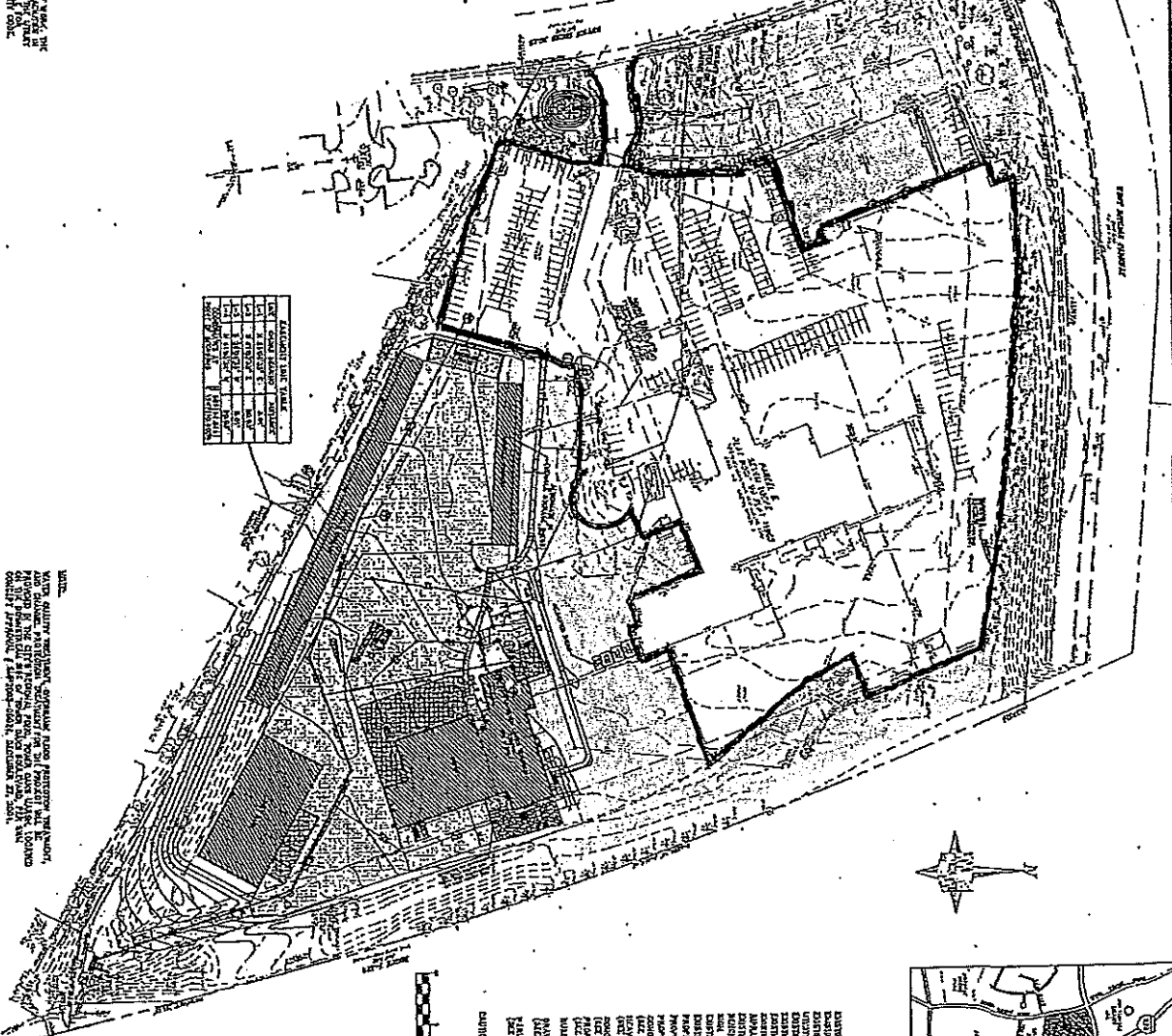
3/31/10

Date:

3/25/10

GENERAL NOTES

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DEPT. OF CORRECTIONS
HOSPITALITY COAST OF ALABAMA
PUBLIC WORKS AND BUILDING
101 MARINE AVENUE, 14th FLOOR
MOBILE, ALABAMA 36688
ATTN: A. WOODS UNIT
PHONE (205) 777-8172
FAX (205) 771-7277

| | | |
|---------|----|--------------------|
| Drawn | BY | Walter A. H. RINGO |
| Checked | BY | Wm. J. H. RINGO |
| Appr. | BY | Wm. J. H. RINGO |

C-3A

SIM SHEET 1 OF 8

DRAWING TITLE
 SITE
 PLAN
 (OVERALL)

ADTEK
ADTEC ENGINEERING, INC.
11000 E. Washington, Suite 200
Denver, Colorado 80231, U.S.A.
Telephone: (303) 751-4400
Fax: (303) 751-4405
www.adteck.com

[illegible]

Seventh 754c

SEVEN LOCKS ROAD
TECHNICAL CENTER
1283 Seven Locks Road, Rockville, Maryland 20854
SUBWAY ST. 204, LEECH 314, POLAR 334, TUX 344, CR21, PARCEL 4040

Owner:

MONTGOMERY COUNTY

[illegible]



**MONTGOMERY COUNTY MARYLAND
DEPARTMENT OF GENERAL SERVICES
DIVISION OF FLEET MANAGEMENT SERVICES**

**AUTOMOTIVE VEHICLE MAINTENANCE SERVICES
CONTRACT # 0367000003AA**

This Contract is made by and between Montgomery County, Maryland (hereinafter referred to as the "COUNTY") and All Star Fleet Services, LLC., 4800 Overton Plaza, Suite 380, Fort Worth, Texas 76109 (hereinafter referred to as the "CONTRACTOR"), (the COUNTY and the CONTRACTOR together the "PARTIES").

BACKGROUND

The COUNTY requires the CONTRACTOR to provide the services, reports and work as described herein and in the CONTRACTOR's October 5, 2009, written proposal in response to the COUNTY's Request for Proposal # 0367000003AA, Automotive Vehicle Maintenance Services, including solicitation amendment # 1 (collectively, the "RFP"), and in the County's RFP, to provide the COUNTY with automotive vehicle maintenance services; and

The CONTRACTOR is a duly qualified services firm and represents that it is willing and able to undertake and complete the services set forth in this Contract to the satisfaction of the COUNTY; and

The Director, Department of General Services, for the COUNTY is the duly authorized Contracting Officer of the COUNTY, with authority to sign this instrument on behalf of the COUNTY and is solely responsible for all contractual changes and modifications to the Contract; and

The Director of the COUNTY's Department of General Services or his/her designee, will serve as the Contract Administrator for this Contract and will approve all services rendered under this Contract; and

In consideration of the mutual promises made in this Contract, the PARTIES agree as follows:

B. WORK SCHEDULE

The CONTRACTOR must provide service in accordance with RFP 0367000003 at the Division of Fleet Management Services, Automotive Equipment Section, repair facility located at the 1283 Seven Locks Road, Rockville, Maryland, 20854, Monday through Friday.

Start Time: 7:00 A.M., E.S.T. Stop Time: Midnight., E.S.T.

The CONTRACTOR must provide service every scheduled COUNTY work day.

Service location additions/deletions to this Contract must be performed by written contract amendment.

C. LEGAL REQUIREMENTS

The Contractor must provide the services and work as described herein in compliance with the specifications and requirements of this Contract and must meet all applicable Federal, State and Local regulations related to the work performed and goods provided.

ARTICLE IV
COMPENSATION

Prices set forth in the CONTRACTOR's written proposal including price proposal dated October 5, 2009 (Attachment D) incorporated herein by reference are the costs the CONTRACTOR agrees to charge the COUNTY for automotive vehicle maintenance services provided under this Contract.

The COUNTY will pay the CONTRACTOR each month contingent upon the COUNTY's receipt and acceptance of the CONTRACTOR's summary statement of work performed under this CONTRACT and the CONTRACTOR's detailed invoice. The CONTRACTOR's invoice must be submitted to the Contract Administrator for review, acceptance, approval and payment. The COUNTY reserves the right to request and review additional documentation to be provided by the CONTRACTOR upon the COUNTY's request of the CONTRACTOR, prior to payment of any disputed portion of an invoice. The CONTRACTOR's monthly invoices must summarize daily activity and identify service activity by County identification number.

Attachment C, Section C – Scope of Services, Provision D.3, Performance Standards and Reductions is applicable to this Contract.

ARTICLE V
METHOD OF PAYMENT

Billing terms on invoices are net thirty (30) days. The COUNTY will make payment to the CONTRACTOR within thirty (30) calendar days from the date of the County's receipt and acceptance of a true and correct invoice submitted by the CONTRACTOR in a form and format approved by the COUNTY and containing all necessary supporting documentation.

Montgomery County is exempt from the State of Maryland Retail Sales Tax, Exemption Certificate No. 30001235 and Federal Excise Tax, Exemption Certificate No. 52-6000980.

Invoices must be directed to:
Division of Fleet Management Services
Automotive Equipment Section
1283 Seven Locks Road, Bldg. F
Rockville, Maryland 20854
Attn: Equipment Services Coordinator
PH (240) 773-0500, FAX (240) 773-0501

ARTICLE VI
CONTRACT TERM

The effective date of this Contract begins upon signature by the Director, Department of General Services and ends on June 30, 2011. Operational services begin 7:00 A.M., E.S.T. March 29, 2010. The Contractor must also perform all work in accordance with time periods stated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term five (5) times for one (1) year each.

ARTICLE VII
TERMINATION FOR DEFAULT

Contract remediation and termination for default will be in accordance with The General Terms and Conditions of Contract between County and Contractor (Attachment A).

ARTICLE VIII
SPECIAL TERMS AND CONDITIONS

A. COUNTY BENEFITS

The CONTRACTOR's employees must not claim any COUNTY right or benefit as a condition of their employment in the performance of this Contract.

B. RIGHT TO REQUIRE PERFORMANCE

The failure of the COUNTY at any time to require performance by the CONTRACTOR of any provision of this Contract must in no way affect the right of the COUNTY thereafter to enforce the same; nor will waiver by the COUNTY of any breach of any provision of this Contract be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

C. PERFORMANCE BOND

Within ten (10) days of the execution of this Contract, the CONTRACTOR must obtain at its own cost and expense a duly executed Performance Bond in the amount of \$3,500,000 made payable to Montgomery County, Maryland as security for the faithful performance of this Contract and having as surety thereon such surety company or companies as are acceptable to the COUNTY and are authorized to transact business in the State of Maryland. In the event the Performance Bond is not delivered within ten days of contract award, the offer may be rejected and the contract cancelled. v

The Performance Security will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the CONTRACTOR of all aspects, terms and conditions of the Contract.

D. LICENCE AGREEMENT

Prior to the execution of this Contract, the CONTRACTOR must execute TECHNICAL EXHIBIT L, License Agreement Between MONTGOMERY COUNTY, MARYLAND and ALL STAR FLEET SERVICES, LLC.

In the event the CONTRACTOR fails to execute and deliver the License Agreement within thirty (30) days from date of signature by the Director, Office of Real Estate, the offer may be rejected and the award and contract cancelled.

E. GUARANTEE

The Contractor guarantees all goods and services, including those used in the course of providing the goods and services, in accordance with Paragraph B.16, page 43 of Attachment C.

ARTICLE IX
CONTRACT ADMINISTRATION

A. **CONTRACTING OFFICER**

The Director of the Department of General Services is the delegated Contracting Officer.

B. **CONTRACT ADMINISTRATOR**

The Director of the Department of General Services' Contract Administrator is the Chief, Department of General Services, Division of Fleet Management Services, P (240) 777-5730, F (240) 777-5652.

C. **CONTRACT ADMINISTRATOR DESIGNEE**

The Contract Administrator Designee is the Department of General Services, Division of Fleet Management Services, Automotive Equipment Section, Equipment Services Coordinator, P (240) 773-0500, F (240) 773-0501.

The Contract Administrator Designee has the duties and responsibilities outlined in Paragraph 6, Contract Administration, of the General Conditions of Contract Between County and Contractor. However, no Amendment to this Contract is effective until it is signed by the Director, Department of General Services.

ARTICLE X
CONTRACTOR DESIGNATED POINT OF CONTACT ADMINISTRATION

A. **CONTRACTOR DESIGNATED POINT OF CONTACT**

The Contractor designated point of contact for all correspondence is:
David H. Jackman, Contract Management Office, Project Manager
1283 Seven Locks Road, Rockville, Maryland 20854
(P) (240) 773-0507
(F) (240) 773-0508
david.jackman@montgomerycountymd.gov

[SIGNATURE PAGE FOLLOWS]

SIGNATURES

IN WITNESS WHEREOF, the duly authorized representative of the COUNTY and the CONTRACTOR has executed this Contract on the dates shown.

ALL STAR FLEET SERVICES, LLC

By: John N. Stewart

Typed: John N. Stewart

Title: Senior Vice President

Date: ISS

MONTGOMERY COUNTY, MARYLAND

By: David E. Dise
David E. Dise, CPPQ, *Director
Department of General Services

Date: 2/25/10

RECOMMENDED

By: Millie M. Sanders
Millie M. Sanders, Chief
Division of Fleet Management Services
Department of General Services

Date: 2/16/10

APPROVED AS TO FORM AND LEGALITY

By: Opie A. Webb
Opie A. Webb
Office of County Attorney

Date: 2/17/10

APPROVED AS TO FORM AND LEGALITY.
OFFICE OF COUNTY ATTORNEY

By: Steven A. Feldman
DATE: 2/24/10

*The County Code, Chapter 11B-1, replaced the definition of Director (of Procurement) with Director of the Department of General Services.